

1979

AGREEMENT

Between

TOWNSHIP OF WASHINGTON

and the

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 301

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AGREEMENT FOR
WASHINGTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 301

This Agreement, entered into this 17th day of April, 1995, by and between the Township of Washington, of the County of Morris and State of New Jersey, hereinafter called the "Township," and the Washington Township Policemen's Benevolent Association, Local 301, hereinafter called "Policemen," representing the complete and final understanding on all bargainable issues between the Township and the Police.

ARTICLE I

TERM OF AGREEMENT

This term of this Agreement shall be for the period commencing January 1, 1994, and ending December 31, 1996.

ARTICLE II
RECOGNITION AND SCOPE

The Township hereby recognizes Washington Township's Policemen's Benevolent Association, Local 301, as the sole and exclusive negotiating unit for all Policemen in Washington Township Police Department, below the rank of Lieutenant, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions of the Washington Township Police Department.

ARTICLE III
CONDITION OF OUTSIDE EMPLOYMENT

The Township agrees that outside employment by the member of the Police Department shall be permitted provided the activities do not interfere with the employment or duties required by the Township for police employment. It is recognized and acknowledged that their duties as police officers must be fulfilled without impairment from outside employment.

ARTICLE IV

GRIEVANCE

The employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion, and infringement of rights arising under this contract.

Any Public Employee taking a grievance under this contract shall at his request, have as assistance a representative and/or an attorney of his choosing at the second level or any succeeding level. Any representative chosen by the grievant from the ranks of the Washington Township Police Department shall not be penalized by the Township and time off to assist in the prosecution of the grievance shall be granted.

Any grievance or dispute which may arise between the parties concerning a provision in this Agreement, including the application, meaning or interpretation of this Agreement , or any grievance or dispute which may arise out of or between the Public Employee and a superior officer concerning any matter which related to or affects the Public Employee in his capacity as a policeman shall be settled in the following manner:

1. The Public Employee having a grievance shall give notice of the grievance to the Chief of Police within ten (10) days of the date on which the grievance was deemed to have occurred. Notice of the grievance shall be in writing and submitted in duplicate.

2. In the event that the grievance is not settled or resolved within ten (10) days from the date written notice was given, the Chief shall forward a copy of the grievance to the Mayor of the Township of Washington together with the action taken by the Chief of Police. It shall then be incumbent upon the Mayor of the Township to arrange a meeting at a reasonable time and place at which time the Public Employee and his representative and/or attorney of his choosing serving notice of the grievance shall be given an opportunity to be heard by the Township Committee.
3. If the grievance is not settled or resolved at the Township Committee level, the aggrieved employee shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the American Arbitration Association.
 - a. The arbitrator's decision shall be set down in writing, and shall set forth his findings of fact, reasoning and shall be without power to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously, and shall be binding on both sides.

- b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Public Employee. Any other expenses incurred shall be paid by the party incurring same.
- c. All actions taken on grievances must be reduced to writing and a copy supplied to the Public Employee.
- d. A grievance or dispute shall be deemed settled and resolved if, during any step in the grievance procedure, the Public Employee entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.
- e. Policemen will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury.

ARTICLE V

SALARIES

Salaries for Patrolmen and Sergeants are set forth as follows:

1/1/94

Patrolmen

Start.....	\$30,014.25
Step 1.....	\$37,910.15
Step 2.....	\$40,897.50
Step 3.....	\$44,261.70
Step 4.....	\$47,608.50

Sergeants

Step 1.....	\$49,807.80
Step 2.....	\$51,662.10
Step 3.....	\$53,144.70

1/1/95

Patrolmen

Start.....	\$31,514.96
Step 1.....	\$39,805.76
Step 2.....	\$42,942.38
Step 3.....	\$46,474.79
Step 4.....	\$49,988.45

Sergeants

Step 1.....	\$52,298.19
Step 2.....	\$54,245.21
Step 3.....	\$55,801.94

1/1/96

Patrolmen

Start.....	\$33,090.71
Step 1.....	\$41,796.05
Step 2.....	\$45,089.50
Step 3.....	\$48,798.53
Step 4.....	\$52,487.87

Sergeants

Step 1.....	\$54,913.10
Step 2.....	\$56,957.47
Step 3.....	\$58,592.04

Probationary status shall be for a period of one (1) year for both salary and review purposes. Salary step increments shall take effect annually commencing on the date the officer completes his probationary period for pay purposes and on each anniversary date thereafter.

Salary step increments for sergeants shall take place on the date of promotion to that rank and annually thereafter on the anniversary date of promotion.

Detectives and Traffic Division Officers shall retain rank within the department and shall be compensated at the rate of \$600.00 plus the rank and step attained for the duration of this contract. The compensation of \$600.00 per year shall be paid on a quarterly basis.

ARTICLE VI

OVERTIME AND SPECIAL DUTY

A. The work week and salary for the Washington Township Police Department shall be computed on the basis for a forty-hour week. Said week shall be determined in accordance with the rotating shift schedule prepared by the Chief of Police.

B. On certain occasions, officers may be required to work overtime.

The following rules will apply for the years 1994 through 1996:

1. Compensation at time and one-half the regular hourly rate for all hours worked in excess of the scheduled tour of duty.
2. Scheduled overtime and non-incidental overtime will be compensated at the rate of one and one-half for all hours assigned and worked. Scheduled overtime is extra work scheduled in advance.

C. All necessary court appearances shall be compensated by payment on a time and one-half basis when required and scheduled on other than regular duty time.

D. The Township agrees to pay a minimum two-hour unscheduled call-out time when an off-duty policeman is called out of his home for unscheduled duty such as: breathalyzer test, court appearance, special raids, parades, demonstrations, fatality investigation, or emergency duty.

E. Compensatory time may be allowed and shall be at time and one-half. Compensatory time may be taken only with the prior approval of the Chief of Police or his designee based on manpower needs and other departmental requirements to be spelled out and included in the departmental Rules and Regulations.

F. The Township reserves the right to call no more than three departmental meetings per year that are mandatory in attendance and without compensation to the officer.

ARTICLE VII

HOLIDAYS

Full time employees shall receive twelve paid holidays as per Washington Township Ordinance.

Compensation to the Public Employee on all holidays on which no day off is taken shall be paid as follows:

1. For the first nine (9) holidays set forth, compensation shall be paid on November 15th of each year.
2. For the three (3) holidays remaining, compensation shall be paid on December 31st of each year.

Compensation for these holidays shall be paid at a rate equal to hourly wage of the officer's rank and step. The hourly wage computed shall be concurrent with the occurrence of the holiday.

ARTICLE VIII
COLLEGE INCENTIVE

All full time members of the Washington Township Police Department shall receive annual compensation for the college credits. These credits must be acceptable at an accredited college towards a degree in Law Enforcement. For all members of the Washington Township Police Department employed prior to December 31, 1988, and continuing for the full term of their employment, payment will be made at the rate of \$14.00 for each credit attained. Payment is to be made after the Officer presents a voucher approved by the Chief of Police and a record of credits. No credit will be considered if a minimum grade of "C" or its equivalent has not been awarded in the subject. Annual compensation for college incentive shall be allowed while the Officer is actively pursuing credits towards a degree.

The levels set forth are to be used in determining active pursuit of a degree:

Level No. 1 -	12 credits up to and including	23 credits
Level No. 2 -	23 credits up to and including	35 credits
Level No. 3 -	36 credits up to and including	50 credits
Level No. 4 -	51 credits up to and including	65 credits
Level No. 5 -	Associate of Arts Degree	
Level No. 6 -	79 credits up to and including	90 credits
Level No. 7 -	91 credits up to and including	102 credits
Level No. 8 -	103 credits up to and including	117 credits

Level No. 9 - 118 credits up to and including 130 credits

Level No. 10 - Bachelor Degree

Failure to increase from one level to a higher level within two (2) year period shall cause the compensation to revert to a five (5) if above such level, and revert to no compensation if below five (5). Probationary patrolmen are not eligible for this compensation.

Any member of the Washington Township Police Department employed on or after January 1, 1989, shall receive 100% tuition reimbursement plus cost of books (with receipts) upon completion of the course with a grade of "C" or better for police science/criminology course toward a police science degree.

ARTICLE IX

PRIVATE VEHICLES

Officers will not use their own vehicles for official purposes, nor will mileage be paid therefore, except as directed by the Chief of Police, in which case payment will be at the rate of twenty cents (20 cents) per mile.

ARTICLE X

SICK LEAVE

- A. Full time employees shall receive the following sick leave:
 - Up to one (1) year of service - 2 1/2 days per quarter.
 - After one (1) year of service - 10 days per year.
- B. Sick leave shall be cumulative at a rate of 50 percent (50%) of the unused sick leave in any given year based on the ten (10) days allowed sick leave.
- C. In addition to the sick leave granted pursuant to Paragraph B, however, each full time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances: Hospitalization, major illness or recuperation which requires the employee to miss more than ten (10) consecutive working days. This added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.
- D. In addition to the sick leave granted pursuant to Paragraph A and B, for any single major illness or hospitalization which extends more than twenty-four (24) days, paid sick leave will be granted from the twenty-fifth (25th) day to the one hundred eighty-second (182nd) day. Proof of the eligibility for

extended benefits will be required in the form of a doctor's certificate. The Township reserves the right to send the employee to a Township-selected doctor (expenses paid by the Township).

- E. Upon either an actual non-deferred service retirement or a disability retirement, as determined by P.F.R.S., all unused sick days which have been accumulated pursuant to Paragraph B shall be compensated at the then applicable salary rate, to a maximum amount of seven-thousand five hundred dollars (\$7,500.00).
- F. Any time sick leave is taken, the annual allotment of sick time shall be utilized first, followed by the accumulated sick days, prior to the use of the "extended" sick leave granted pursuant to Paragraphs C and D.
- G. Notwithstanding Paragraph F, in the case of a job-related injury, it shall not be necessary to utilize the accumulated sick days prior to the "extended" sick leave benefits.
- H. In an instance where accumulated days are required to be used, the 182 day limit under Paragraph D shall be extended by the number of sick days that were first exhausted by the employee.

ARTICLE XI

VACATIONS

Full time employees shall receive the following vacation time:

Up to one (1) year of service - one-half (1/2) day per month.

After one (1) year of service - two (2) weeks.

After six (6) years of service - three (3) weeks.

After eleven (11) years of service - four (4) weeks.

With written permission prior to December 31st of any year, five (5) days of accrued vacation may be carried over to be used in the following year before June 30th. If the carried-over vacation is not used by June 30th, or an extension not granted by the employer, said vacation shall lapse.

ARTICLE XII

LONGEVITY

The following longevity percentages shall be applied to the base salary for Policemen paid annually under this Agreement:

5 - 10 years	3%
10 - 15 years	4%
Over 15 years	5%

Longevity shall be computed from appointment date of full time employment.

ARTICLE XIII
ADDITIONAL BENEFITS

A. The Township will provide full coverage to those employees enrolled in the DPP (Designated Provider Program) effective July 1, 1995. Employees can opt to be enrolled in the Traditional Plan (which includes the PPO- Preferred Provider Option), but must pay the difference between the DPP and Traditional plans. The only time an employee may switch insurance is during the yearly open enrollment time period designated by the Township. The Township will notify the employees of the open enrollment period. However, the Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with P.B.A. Local 301 to discuss the proposed changes at least 90 days prior to execution of a new insurance contract and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits and a procedure for claims processing that is no more onerous than the carrier which is proposed to be replaced.

B. The Township shall provide full insurance to cover any claim of false arrest, both inside and outside of the Township.

C. While an officer is attending a required Police Training School, he shall receive an allowance of up to \$8.00 per day with proper dated receipts to defray the cost of meals.

D. Each full time member of the Washington Township Police Department shall be entitled to two (2) personal days with pay each year, with the approval of the Chief of Police.

E. Each officer shall receive an allowance of \$700.00 for 1994, \$700.00 for 1995, and \$700.00 for 1996 for the purpose of acquisition and maintenance of uniforms and equipment.

ARTICLE XIV

END OF EMPLOYMENT

At the end of employment, the employee shall be compensated for any all earned vacation days and earned holidays.

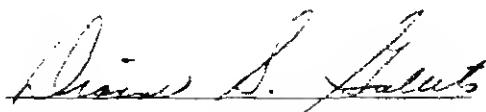
ARTICLE XV

DURATION

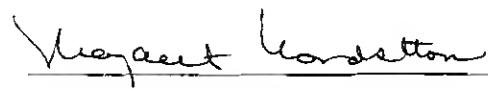
This contract does not replace the Washington Township Police Department Rules and Regulations, except that this contract will supersede and survive any and all Rules and Regulations when there arises a conflict between this contract and said Rules and Regulations.

ATTEST:

TOWNSHIP OF WASHINGTON



Dianne S. Gallets, Clerk



Margaret Nordstrom, Mayor

ATTEST:

WASHINGTON TOWNSHIP POLICE DEPARTMENT



Lester Brader, Jr.



Bruce Tynan